

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

	AGENDA ITEM	:					
Date:	April 7, 2010						
Subject:	Update on the Implementation	of Inland Empire 511					
Recommendation:*	Receive Report and Provide D	irection.					
Background:	Commission Boards (RCTC) Empire only 511 program (I	SANBAG and Riverside County Transportation C) took action to develop and implement and Inland (IE 511). This program includes a phone service, pplications, to provide commuters one-stop shopping ity options.					
	In October 2009, Staff presented to the Board an update on program developmen and provided an overview of the system. Even though by the end of October IE511 was developed and implemented in a beta version, not all of the phone providers had switched their systems to point to the 511 back end number untitearly March. With the majority of the telephone providers now pointing 511 to our system, the system can be considered fully launched and implemented. Please feel free to call 511 while traveling in the Inland Empire. If you are						
	outside of the Inland Empire and seek traffic information for Southern California, Ventura through San Diego Counties, dial (877) MY IE511 (877.694.3511). We also encourage travelers to "Know Before You Go" by logging onto the website at www.IE511.org .						
*							
		Approved Board of Directors					
	a.	Date: <u>April 7, 2010</u>					
		Moved: Second:					
		In Favor: Opposed: Abstained:					
	Witnessed:						

At the April Board meeting there will be a short media presentation on the system and how it can assist the individual commuter, and a brochure will be distributed explaining in more depth how the system operates.

Financial Impact:

Funds for the development and implementation of the IE 511 system have been included in the Fiscal Year 2009/2010 Budget, totaling \$600,000. Task Number 40609000, utilizing Congestion Mitigation and Air Quality funding (88.53%) and Measure I Transportation Mitigation and Environmental Enhancement funds (11.47%).

Reviewed By:

This item and presentation did not receive prior Policy Committee review.

Responsible Staff:

Michelle Kirkhoff, Director of Air Quality/Mobility Programs



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Minute Action

AGENDA ITEM: 25

Date:

April 7, 2010

Subject:

SANBAG Alternative Fuel Project

Recommendation:

Approve selection of Ryder Systems, Inc., as the substitute fleet for the SANBAG Alternative Fuel Project, and direct staff to provide necessary documentation to the Department of Energy (DOE) and the California Energy Commission (CEC) to approve the selection.

Background:

On August 26, 2009, Vice President Biden, along with DOE Secretary Chu, announced that SANBAG was successful in receiving funding from the Clean Cities' Fiscal Year (FY) 09 Petroleum Reduction Technologies Projects for the Transportation Sector. The following week, the CEC announced that SANBAG was a recipient of an Assembly Bill 118 grant award, created and designed specifically to provide match funding to the DOE Clean Cities grant. These two grants total \$19.2 million and will be used towards the transition of over 200 tractor/trailer vehicles to natural gas, as well as the construction of two natural gas fueling stations, improvements to maintenance facilities and training.

Project partners who will also be sub recipients to the grant funding includes the Southern California Association of Governments (acting as the Southern California Clean Cities Coalition) which will provide outreach and marketing, and Gladstein Neandross & Associates which will provide technical and administrative support. The original project fleet partner was J.B. Hunt Transport Services, Inc., which houses 121 large tractor trailers for local deliveries at the intermodal rail yard in San Bernardino.

Approved
Board of Directors

Date: April 7, 2010

Moved: Second:

In Favor:

Opposed:

Abstained:

Witnessed:

BRD1004c-MMK.doc Attachment: BRD1004c1-MMK At the January 6, 2010 Board meeting, SANBAG approved the execution of an agreement with the DOE and as a result, the DOE funds have been obligated by the federal government. On February 2, 2010, SANBAG received documentation from J.B. Hunt stating they were withdrawing from the project. As a result, both the DOE and CEC agreed to provide SANBAG additional time to find a substitute fleet, as long as the project schedule, costs and scope remain relatively the same. In addition, further direction was provided by DOE that they would only approve one substitute fleet and they did not encourage SANBAG to seek multiple fleets as partners for this particular grant award.

After two months of approaching and discussing the project with nearly a dozen other national fleet operators that have a San Bernardino presence, as well as discussions with Burlington Northern Santa Fe Railway officials, and Staff from other impacted public agencies, Staff is now prepared to present to the Board a substitute fleet which will meet the DOE/CEC grant requirements. Please see the attached summary which describes a project with Ryder Systems, Inc. (Ryder) as the substitute fleet for the SANBAG Alternative Fuel Project.

There are many benefits to selecting Ryder as the SANBAG partner, including, but not limited to: Ryder top management support for natural gas on a large scale, willingness and their ability to provide the required match funding for the project, ability to begin the project immediately and fulfill the terms of the DOE and CEC grants (most importantly, the schedule).

At this time, Staff requests that the Board select Ryder as a fleet partner substitute for this project. Staff will begin to work with the CEC and DOE on their respective contracts, and will return to the Board seeking approval with the agreements so that this project may begin and the benefits to the County and surrounding areas may begin.

Financial Impact:

The FY 2009/2010 Budget contains \$80,000 to provide SANBAG administrative and consultant assistance towards this effort. As the project moves forward, new funding and activities will be amended into the current and future SANBAG Budgets. Task Number 81210000 – funding source DOE.

Reviewed By:

This item has not had prior Policy Committee review.

Responsible Staff:

Michelle Kirkhoff, Director of Air Quality/Mobility Programs

BRD1004c-MMK.doc

Attachment: BRD1004c1-MMK





DOE Clean Cities / CEC AB 118 SANBAG Alternative Fuel Project Summary 3/17/10

This summary details how SANBAG would fulfill the DOE/CEC Alternative Fuel funding, by subcontracting with Ryder as the fleet partner. This project will result in an innovative and aggressive natural gas truck project implemented throughout Ryder's Southern California operations. Ryder has top management support and is ready and willing to implement the project within the current timetable.

<u>Truck Fleet</u> Ryder's overall Southern California business unit consists of 32 sites with more than 1,200 customers with a power fleet count in excess of 6,000 medium and heavy duty commercial vehicles. Although the public may be most familiar with Ryder's commercial vehicle short term rental products, Ryder also has a robust long-term lease fleet which serves commercial markets, rail yards and the ports. In addition, Ryder also has its own integrated logistics operations, where it offers vehicles, drivers and fleet maintenance and management to prominent national customers. It is envisioned that these three product areas (rental, lease, integrated) will be the target customers for the natural gas vehicles, and existing customers include Mazda, Toyota, Xerox, and Chiquita, to name a few. The new vehicles to be purchased, would include a mix of CNG and LNG and total at a minimum 225 vehicles. The mix of new vehicles to be purchased through these grants, is projected to be:

- 95 Freightliner M2 NG trucks powered by the Cummins Westport ISL G engine
- 105 Freightliner M2 NG tractors powered by the Cummins Westport ISL G engine
- 25 Kenworth T800 LNG tractors powered by the Westport iSXG HPDI engine

<u>Maintenance Shops</u> Ryder will upgrade and retrofit three of its Southern California maintenance shop facilities to accommodate the safe indoor maintenance and repair of the NG fleet. Ryder owns the property that house the maintenance facilities below, and maintenance activities are already occurring at these locations. To cover a large geographic operational base, three locations have been selected to provide the most diverse customer base possible:

- 1. 9608 Santa Anita Ave., Rancho Cucamonga, CA (NE of I 15/I10 IC)
- 2. 1980 E. University Dr., Rancho Dominguez, CA (middle of the 110/405/710/91 Quad)
- 3. 1440 N. Main Street, Orange, CA (NE of Katella/SR 57, East of Angel Stadium)

<u>Fueling Stations</u> To serve this diverse fleet, it is proposed to install two publicly accessible LNG/LCNG refueling stations, one in Rancho Cucamonga and one at either Irvine or Rancho Dominguez. All of the maintenance facilities above already have gasoline/diesel fueling on site, and the LNG/LCNG fueling would not only serve the Ryder logistic fleet, but also serve its long-term customer leased fleets. The Orange or Rancho Dominguez location that will not have a LNG/LCNG fueling station installed, those CNG/LNG vehicles operating out of that facility will fuel at nearby public fueling stations.

<u>Training</u> Ryder would not only provide training to its mechanics, drivers, supervisors, but would also train its customer employed drivers on the safe fueling and operations of a NG vehicle. In addition, training would be provided to its sales fleet so that they are able to articulate to current and future customers as to the benefits of operating a NG fleet.

Outreach

With Ryder's national presence, this project will reach a broad customer base that may not otherwise have the opportunity to integrate a NG vehicle into its fleet. The exposure to these BRD1004c1-MMK

Page 1 of 2

NG trucks will only help to proliferate the use of NG. With Ryder upper management support and a robust outreach program, we believe that this program would have great benefits in the promotion and acceptance of NG vehicles into not only large fleet operations such as Ryder, but to other customers as well.

Project Budget - DOE and CEC Funding

The following are rough estimates as to the DOE and CEC funding mix for the project. Ryder has received engineer estimates as for the upgrade of the three maintenance facilities and we are in the process of formulating engineer estimates for the two infrastructure locations. Since the formal estimates are not final, the estimates below for the facilities and infrastructure are high, but it is anticipated these costs estimates could also accommodate any needed NEPA/CEQA evaluation or studies. With DOE already committing to funding the Outreach, Technical and Administrative activities, we would work with DOE and CEC to determine the mix of their match funding for the other activities. Of course Ryder would contribute substantial co funding towards the non incremental cost of the vehicle purchase

Task	Current (Hunt)	Proposed (Ryder)		
Vehicles	\$13,311,172	\$13,360,708		
Maintenance Facility Upgrades	\$567,106	\$1,200,000		
Fueling Stations	\$4,682,804	\$4,000,000		
Training	\$99,626	\$100,000		
SCAG Outreach	\$130,000	\$130,000		
GNA Technical/Admin	\$384,000	\$384,000		
SANBAG Administration	\$84,000	\$84,000		
Total	\$19,258,708	\$19,258,708		
DOE Match	\$9,950,708	\$9,950,708		
CEC Match	\$9,308,000	\$9,308,000		

Very Tentative Timeline / Project Implementation Schedule

Should the approval from DOE and CEC be granted to move forward, then SANBAG would hope to have the DOE contract amended and the CEC contract executed by early June. At that time, a contract with Ryder would be executed as well. Very rough project implementation timeline, is as follows:

- By May 3 Submit CEQA and NEPA environmental questionnaires to CEC and DOE
- DOE, CEC, Ryder, GNA and SCAG contracts all executed by June 2nd (SANBAG June Board Meeting) formal notice to proceed issued to Ryder
- By July 6th receive a CEQA and NEPA negative declaration for facilities and infrastructure; release RFPs for facilities and infrastructure projects
- By Mid July place PO for first round of vehicles to be maintained at facility that will
 not have infrastructure quantity and mix of vehicles TBD
- August 13 receive bids back, evaluate, award
- September 1 based on maintenance facility and infrastructure schedules, place a PO for balance of vehicles
- By end of December/early January 2011 maintenance facility work is completed
- Mid January 2011 first round of vehicles delivered
- Feb to May 2011 all vehicles delivered
- Feb/March 2011 infrastructure completed and opened

Once we receive the DOE/CEC approval to move forward, we will then finalize the fleet mix per location, project estimates, budget and other information so that the timeline/schedule is finalized and a spend plan can be determined.



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	San Bernardino	County Transportation Commis	sion =	San Bernardino	County Transportation	Authority
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San Bernardino County Congestion Management Agency
Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 26

Date:

April 7, 2010

Subject:

Hunts Lane Railroad Grade Separation – Hearing to Consider Resolutions of Necessity

Recommendation:

- 1. Acting as the County Transportation Commission, the SANBAG Board will re-open the public hearing that was continued to this date from the prior Board meeting on December 2, 2009 and January 6, 2010, to consider condemnation of real property required for the Hunts Lane Grade Separation project in the City of San Bernardino and the City of Colton.
- 2. Adopt Resolutions of Necessity (Resolution No. 10-006) authorizing condemnation of real property declaring the following: (2/3rd majority vote required for recommendation item 2)
 - a. The public interest and necessity require the project described in the proposed Resolution of Necessity.
 - b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property to be acquired is necessary for the project.
 - d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record.

Approved Board of Directors
Date:
Moved: Second:
In Favor: Opposed: Abstained:
nessed:

brd1004k-gc

Attachment: RES10006

Background:

As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95 million for Alameda Corridor East railroad grade separation projects. The Hunts Lane Union Pacific Railroad (UPRR) crossing at the city boundary of San Bernardino and the City of Colton is one of the five projects identified for funding from the TCRP. Since the renewed availability of TCRP Funds in 2005, SANBAG has made steady progress towards the start of construction on the Hunts Lane Grade Separation. The project has obtained environmental clearance and design is nearing completion.

One of the remaining critical path items is right-of-way acquisition. In June and July 2009, the Board approved appraisals and authorized SANBAG's Real Property Agent, the County Real Estate Services Department (RESD) to make offers for the necessary property. Offers were sent to each property owner and a number of parcels are being acquired through negotiated sale. However, negotiations with the property owners for the parcels listed in Exhibit "A" have not been successful.

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5. During the eminent domain process, SANBAG's Real Property Agent will continue to negotiate with the property owners throughout the condemnation proceeding in an attempt to reach a negotiated sale for the necessary parcels.

On November 4, 2009, the Board scheduled a public hearing for December 2, 2009 to adopt a Resolution of Necessity regarding the parcels listed in Exhibit "A" in the City of San Bernardino and the City of Colton. At the hearing held on December 2, staff presented the basis for recommendation of this action. Representatives from two property owners, representing the Decatur and the Hannah/Atalla properties, also spoke at the hearing expressing their concerns with the project and requested a continuance of the hearing to the next Board meeting to allow staff time to work with their representatives to see if any alternatives could be agreed upon. The Board voted to continue the public hearing to January 6, 2010. Staff met with both property owners, representatives of the Cities of Colton and San Bernardino, and the County of San Bernardino Real Estate Services to review and discuss options. Following these meetings with the owners, it was determined that for the Decatur property the only change to the project would be confirmation that the project would install a traffic signal at Hunts Lane and Oliver Holmes Road, which will provide safer and better access to both the Decatur and the Hannah/Atalla properties. There was no change, however, to the required right-of-way on the affected properties so staff still recommended approval of the Resolution of

brd1004k-gc Attachment: RES10006

Necessity 10-003 for all noted properties with the exception of the Hanna/Attala property. This resolution was passed by the Board on January 6, 2010.

Discussions have continued with the representatives of the Hannah/Attala property. Following these additional discussions both in the office and at the property, staff's position is that the current proposed access and required property acquisition is the best viable option. As a result, staff recommends proceeding on adoption of the Resolution of Necessity for the Hannah/Attala property as noted on the attached Exhibit "A". This resolution 10-006 is virtually the same as that approved at the January, 2010 Board meeting with the exception that the Exhibit "A" property list only includes the Hannah/Attala property.

The Board adopting a Resolution of Necessity allows for proceeding with the eminent domain process to obtain legal rights to the property allowing the project to be constructed. Since the process takes several months, it is necessary to start this process now to insure that the properties are available when construction is slated to start in 2010.

There are four components to the resolution which need to be confirmed for the project. The issue of compensation value for these properties is not addressed by this resolution. The four components are listed below.

1. The public interest and necessity require the project.

The project will increase safety and reduce traffic delay with grade separating Hunts Lane and the UPRR tracks.

2. The project is planned and/or located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property is necessary for the project.

While most of the project is being constructed within existing right-of-way, the subject property is needed to allow the construction of certain elements including required utility relocations. The proposed design minimizes the property required, reducing the needed property to "sliver takes" and temporary easements.

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Attachment: RES10006

4. An offer has been made to the owner following section 7267.2 of the Government Code.

Each of the listed properties had appraisals completed and then offer letters submitted to the property owners in accordance with the Code. All property offers were submitted by September, 2009.

Upon completion of the project SANBAG will transfer properties acquired for this project to the appropriate local jurisdiction.

Financial Impact:

This item does not impact the budget. TN 87010000.

Reviewed By:

This item was reviewed by the Major Projects Committee on November 12, 2009, December 10, 2009, and March 11 and at the December 2, 2009 and January 6, 2010 SANBAG Board meetings. This item has been reviewed by SANBAG Legal Counsel.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction

DATED: April 7, 2010

MINUTES OF THE BOARD OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

RE:	ACQUIRE PROPERTY FOR HUNTS LANE		О
carried.	On motion by the following Resolution is adopted:	and seconded by a	nd
	RESOLUTION NO	10-006	

RESOLVED, by the Board of the San Bernardino County Transportation Commission:

THAT public safety, welfare, convenience, interest and necessity require the acquisition by the San Bernardino County Transportation Commission, of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino and in the City of Colton for the Hunts Lane Grade Separation project.

THAT the San Bernardino County Transportation Commission is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5.

THAT the Board of the San Bernardino County Transportation Commission finds and determines:

- (1) The public interest and necessity require the project described in the proposed Resolution of Necessity; to acquire property in the City of San Bernardino and in the City of Colton.
- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (3) The property sought to be acquired is necessary for the project;
- (4) Either an offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record or the offer has not been made because the owner cannot be located with reasonable diligence.

THAT pursuant to Sections 1240.510 and 1250.610 of the Code of Civil Procedure, to the extent that the parcels of land or interest therein are already devoted to a public use, the use to which the property is to be put is a more necessary public use than the use to which the property is already devoted or in the alternative is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the property or interest is already devoted.

THAT pursuant to Section 1240.410 of the Code of Civil Procedure, to the extent that the parcel of land or interest therein leave a "remnant" as defined in said section, such remnant shall be acquired herein in accordance with Sections 1240.410 through 1240.430 of said Code.

RES10006 165

BE IT FURTHER RESOLVED that the Board of the San Bernardino County Transportation Commission is hereby authorized to acquire in the name of the San Bernardino County Transportation Commission the following described land by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California, and the Code of Civil Procedure relating to eminent domain.

THAT Counsel for the San Bernardino County Transportation Commission is hereby authorized and instructed to prepare and prosecute, in the name of the San Bernardino County Transportation Commission, such suit or suits in the proper Court having jurisdiction thereof as is necessary to condemn said lands for the purposes hereinabove described.

The real property to which the San Bernardino County Transportation Commission is by this resolution authorized to acquire is situate, lying and being in the City of San Bernardino and the City of Colton, State of California, and is attached as Exhibit "A" and made a part thereof.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California, by the following vote:

	AYES:
	NOES:
	ABSENT:
STATE	OF CALIFORNIA) FY OF SAN BERNARDINO) ^{SS.}

I, VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board by vote of the members present as the same appears in the Official Minutes of said Board at its meeting of

VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission

By

RESOLUTION 10-006, EXHIBIT "A"

EMINENT DOMAIN

PROJECT: HUNTS LANE GRADE SEPARATION

DATED: April 7, 2010

Parcel no.	APN/OWNER/LESSEES	ADDRESS
15, 15A, 16, 16A, 24,	0164-271-03 (ptn) and 0164-271-04 (ptn)	
24A	Owners: Ehab Atalla Atef Hanna and Soheir Hanna, Trustees for the Hanna Family Trust, dated October 8, 2002	20110 Ingrum Way Torrance, CA 90503
	Lessees: Goody's Restaurant	551 S. Hunt Lane Colton, CA 92324
	Manuel Cruz Ramirez D.B.A Cruz Tire and Truck Repair	1300 E. Ramsey Street Banning, CA 92220 and 2300 E. Steel Road Colton, CA 92324
	Artashes Ambartsumyan D.B.A. – Royal Truck Stop	2300 E. Steel Road Colton, CA 92324
	Artashes Ambartsumyan D.B.A. – Beacon Truck Stop	2300 E. Steel Road Colton, CA 92324
	Minas Corporation – Lessee D.B.A. – Provident Lease Receivables – Lessor.	20110 Ingrum Way Torrance, CA 90503

See legal descriptions on Exhibit A and B for each of these properties on the following pages.

EXHIBIT "A" Permanent Roadway Easement APN 164-271-03

That portion of land deeded to The Hanna Family Trust in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 2002-0682265, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Beginning at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89°33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54°35'47" East;

Thence northeasterly along said curve, 12.68 feet through a central angle of 10°01'13" to the beginning of a compound curve concave northwesterly having a radius of 192.50 feet, a radial line to said point bears South 64°37'00" East;

Thence northeasterly along said compound curve, 14.62 feet through a central angle of 04°21'06" to the beginning of a compound curve concave northwesterly having a radius of 99.00 feet a radial line to said point bears, South 68°58'06" East;

Thence northeasterly along last said compound curve, 37.13 feet through a central angle of 21°29'24" to a line parallel with and 1.80 feet westerly of said westerly line of Hunts Lane;

Thence along said parallel line, North 00°27'30" West, 106.22 feet;

Thence North 89°32'30" East, 1.80 feet to a point in said westerly line of Hunts Lane;

Thence along said westerly line, South 00°27'30" East, 166.75 feet to the POINT OF BEGINNING.

The above-described parcel of land contains approximately 684 square feet (0.016 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, P.L.S. 7300 License Expires 12/31/2019

EXP. 12-31-0

Date

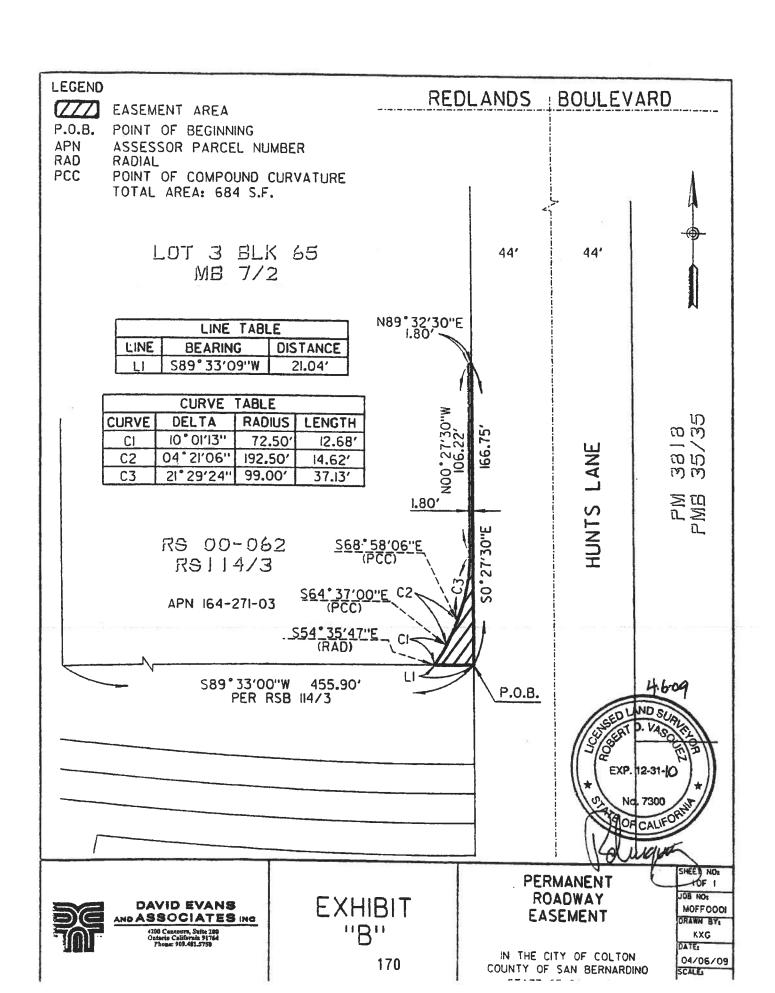


EXHIBIT "A" Permanent Roadway Easement APN 164-271-04

That portion of land deeded to Atef Hanna and Soheir Hanna and Ehab Attalla in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 1998-0171507, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Beginning at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89°33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54°35'47" East;

Thence southwesterly along said curve, 20.48 feet through a central angle of 16°10'57";

Thence radially from said curve, South 38°24'50" East, 6.50 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 79.00 feet, a radial line to said point bears South 38°24'50" East;

Thence southwesterly along last said curve, 19.26 feet through a central angle of 13°58'15" to the beginning of a compound curve concave northwesterly having a radius of 199.00 feet, a radial line to said point bears South 24°26'35" East;

Thence southwesterly along last said compound curve, 94.91 feet through a central angle of 27°19'31";

Thence radially from said curve, South 02°52'56" West, 2.56 feet to the beginning of a non-tangent curve concave northerly having a radius of 1477.87 feet, a radial line to said point bears South 04°12'42" West, being also a point in the northerly line of the lands deeded to J.E. Dieterich or Gail A. Dieterich recorded December 7, 1988 as Instrument No. 1988-419415, Official Records of said County;

Thence easterly along said curve and said northerly line, 120.46 feet through a central angle of 04°40'12";

Thence continuing along said northerly line, North 89°32'30" East, 20.00 feet to said aforementioned westerly line of Hunts Lane;

Thence along said westerly line, North 00°27'30" West, 54.01 feet to the **POINT OF BEGINNING.**

The westerly end of said easement is to terminate on a radial line bearing South 02°52'56" West.

The above-described parcel of land contains approximately 3,035 square feet (0.070 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, P.L.S. 73

License Expires 12/31/2010

Date

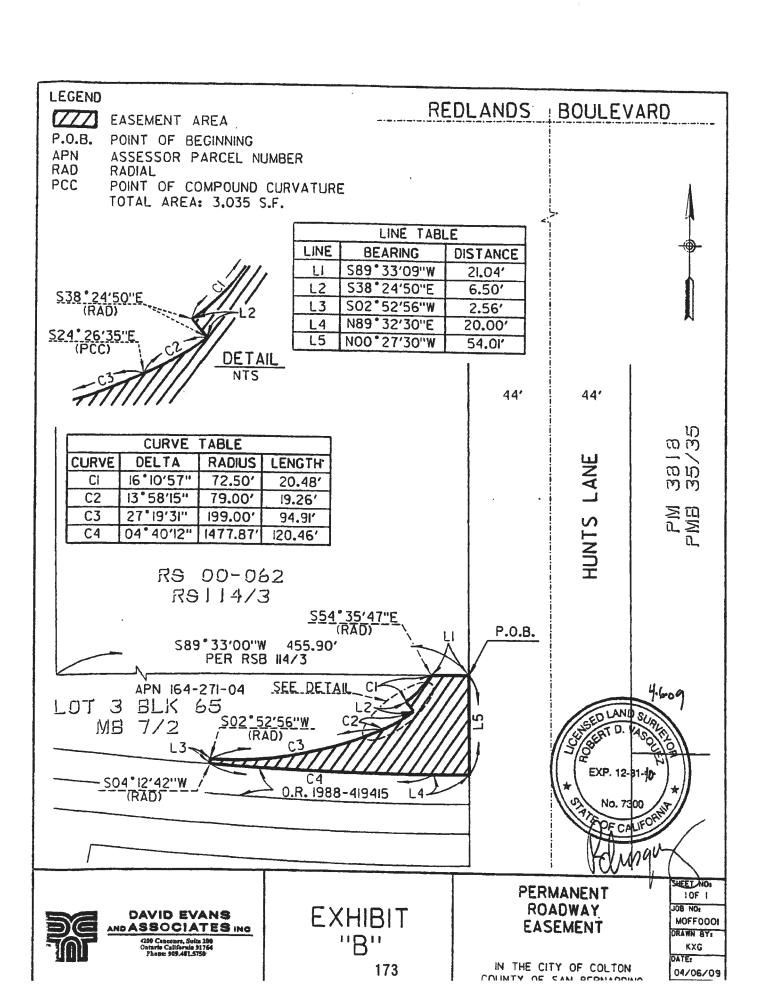


EXHIBIT "A" Permanent Utility Easement APN 164-271-03

That portion of land deeded to The Hanna Family Trust in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 2002-0682265, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89°33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54°35'47" East, said point being the TRUE POINT OF BEGINNING;

Thence northeasterly along said curve, 12.68 feet through a central angle of 10°01'13" to the beginning of a compound curve concave northwesterly having a radius of 192.50 feet, a radial line to said point bears South 64°37'00" East;

Thence northeasterly along said compound curve, 14.62 feet through a central angle of 04°21'06" to the beginning of a compound curve concave northwesterly having a radius of 99.00 feet a radial line to said point bears, South 68°58'06" East;

Thence northeasterly along last said compound curve, 37.13 feet through a central angle of 21°29'24", said point being distant South 89°32'30" West, 1.80 feet from the westerly line of said Hunts Lane;

Thence South 89°32'30" West, 28.20 feet to a line parallel with and 30.00 feet westerly of said westerly line;

Thence along said parallel line, South 00°27'30" East, 60.52 feet to a point in said aforementioned certain course shown as "South 89°33'00" West";

Thence along said certain course, North 89°33'09" East, 8.96 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains approximately 1,323 square feet (0.030 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, P.L.S. 7300 License Expires 12/31/2010

2 of 2

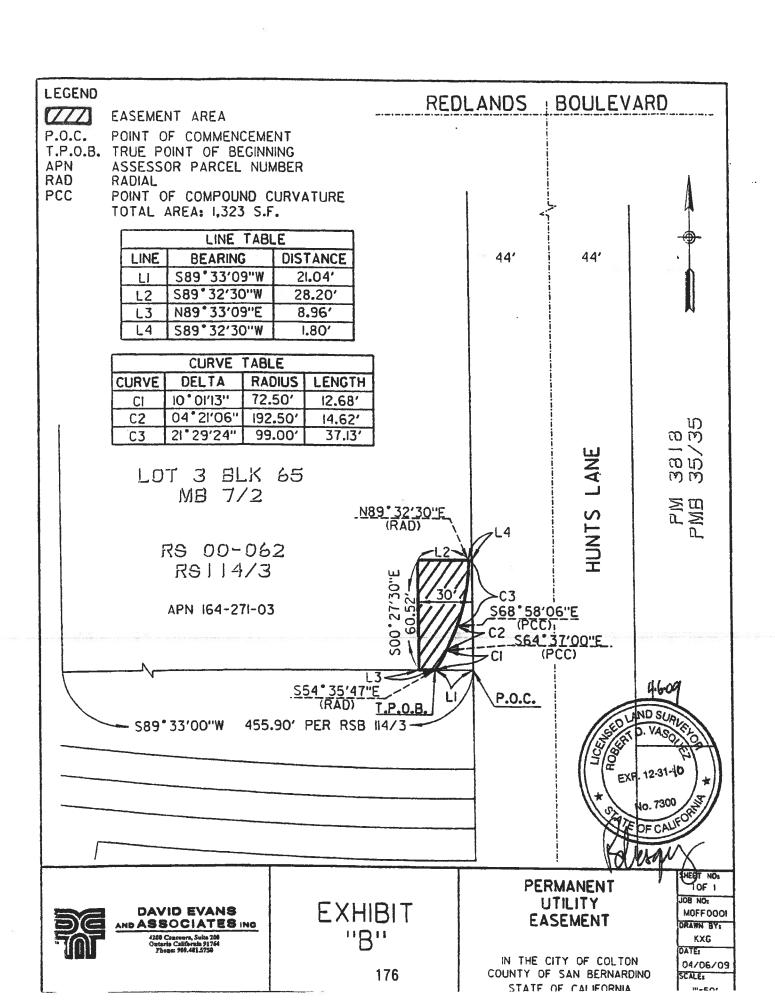


EXHIBIT "A" Permanent Utility Easement APN 164-271-04

That portion of land deeded to Atef Hanna and Soheir Hanna and Ehab Attalla in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 1998-0171507, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89°33'09" West, 21.04 feet to the beginning of a non-tangent curve, concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54°35'47" East, said point being the TRUE POINT OF BEGINNING;

Thence southwesterly along said curve, 13.61 feet through a central angle of 10°45'12" to a line parallel with and 30.00 feet westerly of said westerly line of Hunts Lane;

Thence along said parallel line, North 00°27'30" West, 10.22 feet to a point in said aforementioned certain course shown as "South 89°33'00" West";

Thence along said certain course, North 89°33'09" East, 8.96 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains approximately 49 square feet (0.001 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, H.

License Expires 12/31/2010

Date

EXP. 12-31-4

No. 7300

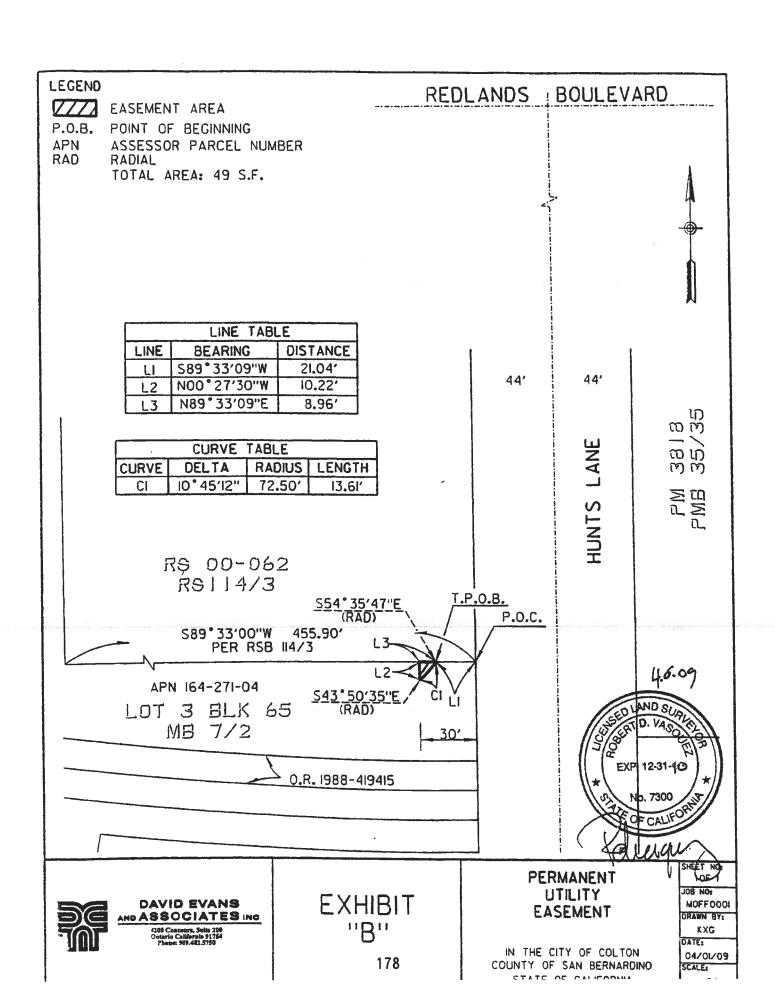


EXHIBIT "A" Temporary Construction Easement APN 164-271-03

That portion of land deeded to The Hanna Family Trust in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 2002-0682265, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said westerly line, North 00°27'30" West, 60.53 feet;

Thence at right angles to said westerly line, South 89°32'30" West, 1.80 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89°32'30" West, 8.20 to a line parallel with and 10.00 feet westerly of said westerly line;

Thence along said parallel line, North 00°27'30" West, 106.22 feet to a line parallel with and 106.22 feet northerly of the previously described line having a bearing and distance of "South 89°32'30" West, 1.80";

Thence along last said parallel line, North 89°32'30" East, 8.20 feet to a line parallel with and 1.80 feet westerly of said westerly line;

Thence along last said parallel line, South 00°27'30" East, 106.22 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains approximately 871 square feet (0.020 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, P.L.S. 7308 License Expires 12/31/2010 4.6.09 Date

EXP. 12-31-40

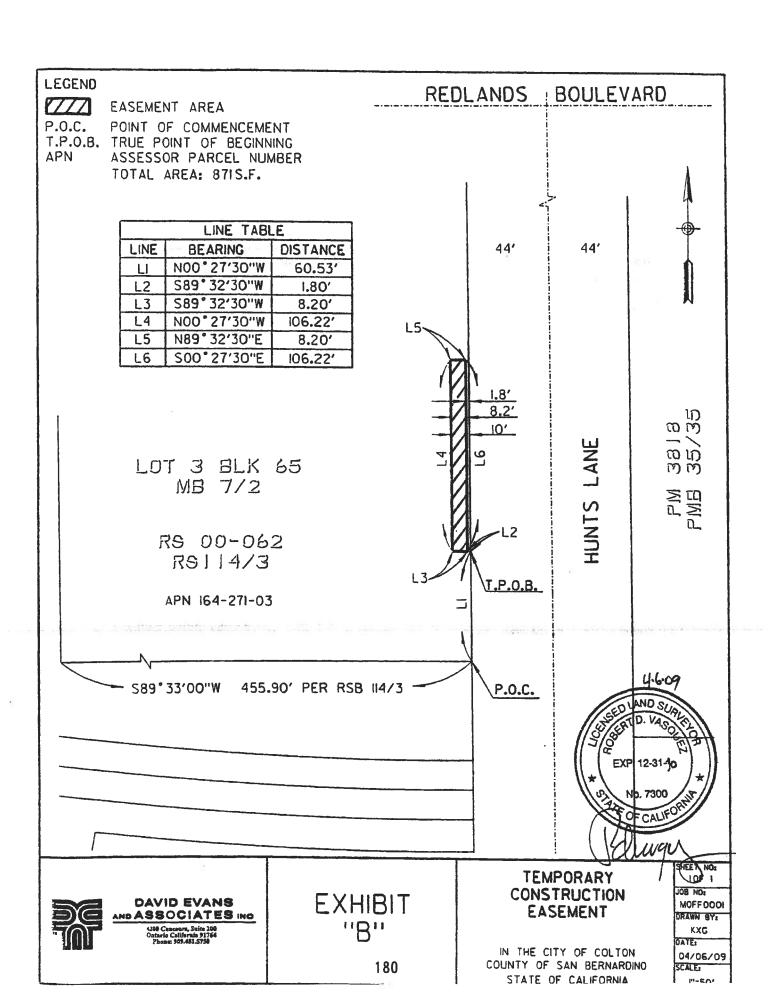


EXHIBIT "A" Temporary Construction Easement APN 164-271-04

That portion of land deeded to Atef Hanna and Soheir Hanna and Ehab Attalla in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 1998-0171507, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89°33'00" West and a length the 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89°33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54°35'47" East;

Thence southwesterly along said curve, 13.61 feet through a central angle of 10°45'12" to a point in a line parallel with and 30.00 feet westerly of said westerly line of Hunts Lane and the TRUE POINT OF BEGINNING, a radial line to said point bears South 43°50'35" East;

Thence continuing southwesterly along said curve, 6.87 feet through a central angle of 05°25'45";

Thence radially from said curve, South 38°24'50" East, 6.50 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 79.00 feet, a radial line to said point bears South 38°24'50" East;

Thence southwesterly along said curve, 19.26 feet through a central angle of 13°58'15" to the beginning of a compound curve concave northwesterly having a radius of 199.00 feet, a radial line to said point bears South 24°26'35" East;

Thence southwesterly along said curve, 94.91 feet through a central angle of 27°19'31";

Thence radially from said curve, North 02°52'56" East, 10.00 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 189.00 feet, a radial line to said point bears South 02°52'56" West, said curve being concentric and 10.00 feet northwesterly of the previously described curve having a radius of 199.00 feet;

Thence northeasterly along said concentric curve, 90.14 feet through a central angle of 27°19'31" to the beginning of a compound curve concave northwesterly having a radius of 69.00 feet, a radial line to said point bears South 24°26'35" East, said curve being concentric and 10.00 feet northwesterly of the previously described curve having a radius of 79.00 feet;

Thence northeasterly along said curve, 26.75 feet through a central angle of 22°12'48" to a point in a line parallel with and 30.00 feet westerly of said westerly line of Hunts Lane;

Thence along last said parallel line, South 00°27'30" East, 4.93 feet to the TRUE POINT OF BEGINNING.

The westerly end of said easement is to terminate on a radial line bearing South 02°52'56" West.

The above-described parcel of land contains approximately 1,135 square feet (0.026 acres).

As shown on Exhibit "B" attached herewith and made a part hereof.

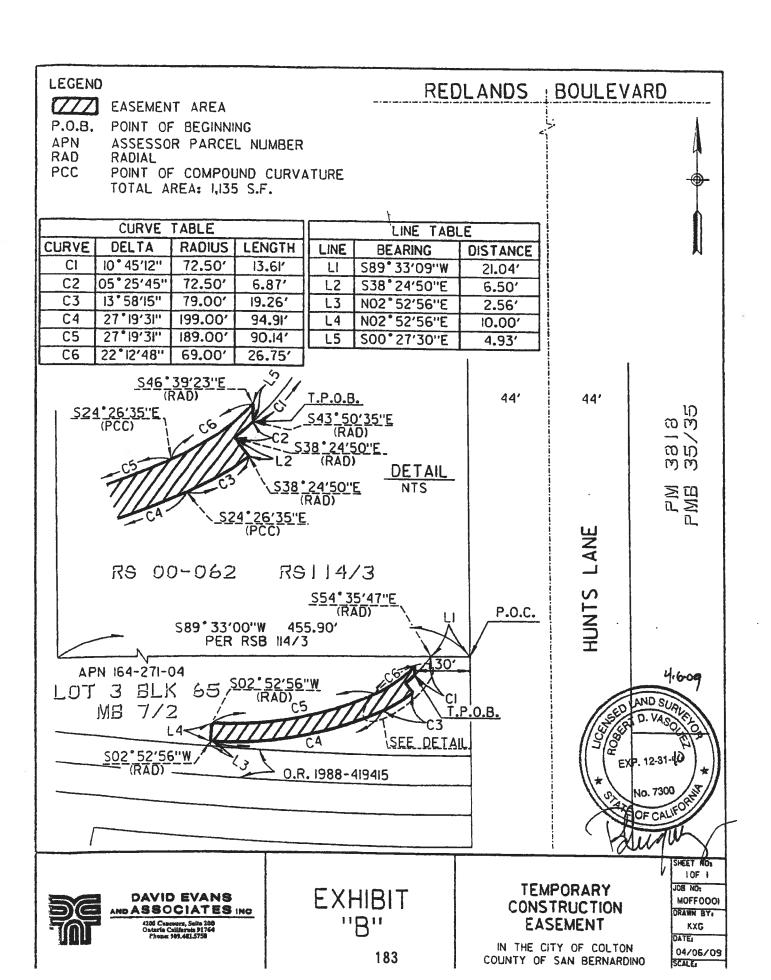
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Robert D. Vasquez, P.L.S. 7300

License Expires 12/31/2010

Date

2 of 2





San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



 San Bernardino County Transportation Commission San Bernardino County Transportation 	nardino County Transportation Authority
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San Bernardino County Congestion Management Agency
Service Authority for Freeway Emergencies

Minute Action

AGENDA	ITEM:	27

Date:

April 7, 2010

Subject:

Construction Contribution Agreement R10187 for the Interstate 10 (I-10)

Westbound Lane Addition project

Recommendation:

Approve Construction Contribution Cooperative Agreement R10187 with Caltrans to incorporate ramp metering at the Yucaipa Boulevard on-ramp into the I-10 Westbound Lane Addition Project in the Cities of Yucaipa and Redlands utilizing a contribution of up to \$1 million in State Highway Operations and Protection Program (SHOPP) funding from Caltrans.

Background:

SANBAG has been working with Caltrans and the Cities of Yucaipa and Redlands through a Project Development Team (PDT) in completing the design and construction bid package of the I-10 Westbound Lane Project in said cities. This project will add a new mixed flow lane on I-10 in the westbound direction between Live Oak Canyon Road and Ford Street. In addition, a ramp metering project for the I-10 Westbound on-ramp at Yucaipa Boulevard has been completed and will be combined with the I-10 Westbound Lane Addition project for bidding.

The Board approved proceeding to construction at the March, 2010 meeting. It is anticipated that the advertising period would begin in April, 2010, with bids opened in June, 2010 and a contract award recommendation presented to the July, 2010 Board. Construction is anticipated to last 18 months. Construction of the project is funded by State Corridor Mobility Improvement Account (CMIA) funds, Federal Surface Transportation Program (STP) funds and Measure I Major projects funds. The California Transportation Commission (CTC) allocated the CMIA funds at their January 2010 meeting.

	Approved Board of Directe	ors
Date		
Moved:	Second:	
In Favor:	Opposed:	Abstained:
Witnessed:		

BRD1004x-gc.doc Attachment: R10187 Board of Directors Meeting April 7, 2010 Page 2

> Caltrans has been working with the City of Yucaipa on a ramp metering project for the westbound Yucaipa Boulevard on ramp to Interstate 10. improvements will enhance the benefit of the I-10 West Bound lane addition. Caltrans has agreed to make a contribution of up to \$1 million in State Highway Operations and Protection Program (SHOPP) funding for the ramp metering This is the maximum amount Caltrans has discretion to improvements. contribute. The current engineering estimate is \$1,050,000. With the current construction market conditions, staff is confident that once the bids are received that the cost of these improvements will be under \$1 million. But, if they did exceed \$1 million SANBAG would be responsible for the portion over \$1 million. This is a new cooperative agreement between Caltrans and SANBAG for receiving funds from Caltrans to incorporate this minor project into the main I-10 Westbound Lane project. This cooperative agreement will detail the funding contribution of the SHOPP funds to SANBAG and will define the roles and responsibilities of each agency relative to adding this component into overall project.

> This agreement was approved at the February, 2010 Major Projects Committee meeting but was pulled from the March, 2010 Board meeting as additional language defining payment as well as clarification of the roles, responsibilities of each agency were added. The additional language does not change the intent of the agreement considered by the Major Project Committee, but staff thought the changes were significant enough to warrant discussing the item at this Board meeting. With the current plan is to advertise the project by late April, there is not time to have the Major Projects Committee consider this item again.

Financial Impact:

This item is consistent with the draft 2010/11 SANBAG Budget which will be when the construction contract will be awarded and the funds will be committed. TN 86211000

Reviewed By:

This item was reviewed and recommended for approval by the Major Project Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. R10-187

by and between <u>San Bernardino County Transportation Authority</u> and <u>California Department of Transportation</u>

for I-10 Westbound Lane Addition Construction Contribution Cooperative Agreement

	FOR ACCOUNTING PURPOSES ONLY								
☐ Payable Vendor Contract # <u>08-1474</u> Retention: ☐ Original				Original					
⊠ Rec	eivabl e	Vendor	· ID	☐ Yes % ⊠ No		o		Amendment	
added to	Notes: This is a cooperative agreement defining a contribution of funding for ramp metering work being added to the I-10 Westbound Lane Addition Project. The funds will be committed when the contract is executed for construction.								
Original	Contract:		\$ <u>1,000,000</u>	Previous	Ame	endments		\$	
				Previous A Continger		endments / Allowance Total:		\$	
. –	ency / Allo	owance	¢	Current A	mei	ndment:		\$	
Amount	7		4	7		ndment Contingency / Allo		: \$	
Conting	ency Amo	unt requi	res specific au	thorization	by [*]	Task Manager prior to rele			
						Contract TOT			000,000.00
			stated on this d ely responsible f	for the exper	nditu	s and until amended by propure. Funding allocation for the original contents in the contents		•	·
Main	Level 1	Level 2	Cost Code/	Grant ID/		Funding Sources/	,		Amounts
Task/ Project			Object	Supplemen	it	Fund Type (Measure I, STP, CMAQ, etc.	c.)		for Contract Total or Current Amndmnt Amt
0862	<u>650</u>	000	<u>53701</u>	21402		SHOPP			\$ <u>1,000,000</u>
									\$
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									\$
Original	Board Ap	oproved (Contract Date:	4/7/10		Contract Start: 4/7/10	Contr	act E	nd: <u>6/30/16</u>
New An	nend. App	oroval (Bo	oard) Date:			Amend. Start:	Amen	d. Er	nd:
						nendment amount betw ar(s) Unbudgeted Obli			ved Budget
Approv Author	red Budç ity ►	- 1	iscal Year: <u>09</u> <u>0</u>	/10		uture Fiscal Year(s) – nbudgeted Obligation	S	1,00	0,000
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Task M	anager: (Garry Co	hoe,			Contract Manager: Den	nis Sa	ylor	3/27/1-
<i>)</i> ¹	·	12	ناحو			Dunie Sauler			3/19/10
Task M	Task Manager Signature Date Contract Manager Signature Date								
Chief Fi	Chief Financial Officer Signature Date								

C10-187 186

District Agreement No. 08-1474

08-SBd-10-PM 33.3/36.9 Install Ramp Metering & Widen WB on Ramp to 2 Lanes EA 0P2604 District Agreement No. 08-1474

CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _______, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity referred to herein as
"AUTHORITY."

RECITALS

- 1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within County of San Bernardino's jurisdiction.
- 2. AUTHORITY, at the request of STATE, intends to install ramp metering and widen westbound on-ramp to two (2) lanes, in Yucaipa from 0.3 miles west of Yucaipa Boulevard overcrossing (OC) to 0.3 miles east of Yucaipa OC, referred to herein as "PROJECT."
- 3. AUTHORITY will perform all construction support and capital activities for PROJECT. STATE will fund up to a maximum of \$1,000,000 toward PROJECT construction capital and support costs, including the cost of State-furnished Materials (SFM) and source inspection, using Minor A funds. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY.
- 4. The costs of STATE's Independent Quality Assurance (IQA) of PROJECT construction capital and support activities will be borne by STATE.
- 5. The parties agree that AUTHORITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
- 6. Project Approval and Environmental Documentation (PA&ED) was completed by the STATE. Plans, Specifications and Estimates (PS&E); and Right of Way for PROJECT

- were covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on October 16, 2007 (District Agreement No.8-1286, EA 0F150).
- 6. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
- 7. The parties now define herein below the terms and conditions under which PROJECT is to be owned, constructed, financed, operated, and maintained.

SECTION I

AUTHORITY AGREES:

- 1. To perform all PROJECT construction capital and support work for PROJECT completion. SFM and source inspection costs will be a PROJECT cost. STATE's IQA will be borne by STATE.
- 2. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
- 3. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
- 4. To permit STATE to monitor, participate, and oversee selection of personnel who will provide construction-engineering services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
- To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
- 6. To submit a written request for any SFM identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. SFM is a PROJECT cost.

- 7. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guidelines. Source inspection is a PROJECT cost.
- 8. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AUTHORITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.
- 9. AUTHORITY will submit to STATE monthly invoices for actual expenditures for PROJECT up to a maximum of \$1,000,000.
- 10. After AUTHORITY agrees that all Scope activities are complete, AUTHORITY will submit a final accounting for all construction capital and support costs of PROJECT not to exceed \$1,000,000,including actual costs for SFM and source inspection, to STATE. Based on the final accounting, AUTHORITY will refund or invoice as necessary in order to satisfy the obligation of this agreement. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY using local funds.
- 11. Construction by AUTHORITY of those portions of PROJECT which lie within the SHS right of way shall not commence until AUTHORITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to AUTHORITY and AUTHORITY's contractor.
- 12. AUTHORITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AUTHORITY's construction contractor.
- 13. To require the construction contractor to furnish both a payment and a performance bond, naming AUTHORITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. AUTHORITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.

- To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
- 15. Contract administration procedures shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guidelines, and the PROJECT encroachment permits.
- 16. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
- 17. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.
 - The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
- 18. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
- 19. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guidelines and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at AUTHORITY's expense.
- 20. To furnish, at AUTHORITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
- 21. If the Resident Engineer is not also a registered Landscape Architect, AUTHORITY will furnish, at AUTHORITY expense and subject to approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigations systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.

- 22. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
- Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AUTHORITY shall also submit corrected full-sized hardcopy structure plans.
- To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. AUTHORITY shall retain said records and accounts longer for such periods as are required in writing by STATE.
- 25. Upon completion of PROJECT construction, AUTHORITY will operate and maintain, at AUTHORITY's cost, any part of PROJECT located outside of the existing SHS right of way, including AUTHORITY underpasses and overcrossings of then existing SHS right of way, until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by the Federal Highway Administration (FHWA), if required, and conveyance of acceptable title to STATE.
- 26. If AUTHORITY cannot complete PROJECT as originally scoped, scheduled, and estimated, AUTHORITY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
- 27. If AUTHORITY terminates the PROJECT prior to completion, STATE shall require AUTHORITY, at AUTHORITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill AUTHORITY for all actual expenses incurred and AUTHORITY agrees to pay said bill within thirty (30) days of receipt.

- 28. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. AUTHORITY will notify STATE within twenty-four (24) hours of any said encounter. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
- 29. To provide, at PROJECT capital expense, COZEEP by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.

SECTION II

STATE AGREES:

- 1. At no cost to AUTHORITY, to provide IQA to assure that AUTHORITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by AUTHORITY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to AUTHORITY and AUTHORITY's contractor.
- 2. To issue, upon proper application and at no cost to AUTHORITY, an encroachment permit required for work within SHS right of way. Any third party agent (including but not limited to contractors, consultants, and utility owners) must obtain an encroachment permit issued in their name, prior to performing any work within the SHS right of way. All third party agents may be subject to an encroachment permit fee assessment.
- To provide, any SFM as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of AUTHORITY's request for any such SFM, STATE will order those materials and will make those SFM available to AUTHORITY at a STATE designated site.
- 4. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
- 5. Upon completion of PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of the SFM and source inspection costs.
- 6. To pay AUTHORITY, within thirty (30) days of receipt of AUTHORITY's continuous billing, for a portion of the actual expenditures for that month, and to continue making

such payments on a monthly basis until completion of construction capital and support activities for PROJECT, up to a maximum amount of \$1,000,000, including actual cost of SFM and source inspection. If it becomes necessary to obtain additional funds to complete PROJECT construction capital and support activities, these additional funds will be provided by AUTHORITY.

SECTION III

IT IS MUTUALLY AGREED:

- 1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
- 2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
- 3. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
- 4. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
- 5. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

- 6. If, during performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.
- 7. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
- 8. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AUTHORITY's property during construction for the purpose of monitoring and coordinating construction activities.
- 9. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
- 10. AUTHORITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AUTHORITY's claims process. STATE's representative will be made available to AUTHORITY to provide advice and technical input in any claims process.
- In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
- 12. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

13. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

14. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

- 15. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
- 16. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
- 17. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. AUTHORITY shall take all necessary precautions for safe operation of AUTHORITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AUTHORITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
- Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS right

- of way will automatically be deemed to be under the control of AUTHORITY or an appropriate third party as determined by AUTHORITY.
- 19. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
- 20. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- 21. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 22. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
- 23. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- This Agreement shall terminate upon satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2016, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

District Agreement No. 08-1474

DEPARTMENT OF TRANSPORTATION	TRANSPORTATION AUTHORITY
RANDELL H. IWASAKI Director of Transportation	By:
By:	Attest:VICKI WATSON Board Clerk
APPROVED AS TO FORM AND PROCEDURE:	APPROVED AS TO FORM AND PROCEDURE:
By: Attorney, Department of Transportation	By:AUTHORITY's Counsel
CERTIFIED AS TO FUNDS:	
By: LISA PACHECO District Budget Manager	
CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:	
By: Accounting Administrator	

AGENCY REPORTS



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



- San Bernardino County Transportation Commission San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

APRIL COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line stayed about the same as last month but was down almost 13% from the same month in 2009. So far, March patronage is higher than February, currently averaging 11,852 passenger trips per weekday.

San Bernardino Line Saturday service was up almost 4% from January but was down almost 7% in a year-to-year comparison. Preliminary March data points to a stronger month with a current average of 3,765 passenger trips per Saturday.

Sunday average ridership on the San Bernardino Line was almost 7% higher than the average last month and was also up slightly (+2%) compared to February 2009. As of mid-March, average Sunday ridership is even higher than February with a current average of 2,522 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line decreased 2% from last month. February 2010, however, was 3% higher than February 2009. A preview look at March ridership figures suggests stronger patronage with the current March average at 5,523 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:

February average daily ridership on the IEOC Line increased just slightly (<1%) from last month but down almost 9% from the same month last year. At this point, March patronage is just a bit higher than February with the average daily ridership currently at 4,075 passenger trips per weekday.

Total System:

System wide, February average daily ridership dipped a bit (<1%) from January, while dropping 7% from February 2009. Early data for March puts ridership up somewhat with the current average at 40,069 passenger trips per weekday.

CRC1004-maa

		Table 1		
	Average Wo	eekday Daily	Ridership*	
	San Bernardino	Riverside	<u>IEOC</u>	Systemwide
February 2010	11,533	5,404	4,050	40,596
February 2009	13,161	5,111	4,422	43,313
% Change	- 12.7%	+ 2.9%	- 8.6%	- 7.3%
* Adjusted for Ho	olidays			

		Table 2	
	Average	e Weekend Ridership	
	San Bernardino <u>Saturday</u>	San Bernardino Sunday	
February 2010 February 2009 % Change	3,395 3,799 - 6.7%	2,458 2,187 + 2.3%	

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

February on-time performance for the San Bernardino Line improved considerably compared to January. Inbound trains gained eleven percentage points and outbound trains gained ten points to finish February 96% and 91% on time, respectively. Fifteen of the sixty-nine reported delays were caused by signals and communications and another fourteen delays were due to mechanical difficulties.

Riverside-Ontario-Los Angeles Line:

On-time performance for the Riverside Line also improved from January to February. Inbound trains picked up four percentage points to perform on time 99% of the time and outbound trains gained nine points, from 87% on time in January to 96% on time in February. Track difficulties and train/engine operations issues each caused two of the six reported delays.

Inland Empire-Orange County (IEOC) Line:

On-time performance results were mixed for the IEOC Line from January to February. Southbound trains improved from 97% to 98% on time, but northbound trains dropped a point to finish February on schedule 90% of the time. Dispatching and Metrolink operations each accounted for five of the twenty-three reported delays.

Table:	3
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On Time Performance

% of weekday trains arriving w/in 5 min of scheduled time (February 2010 vs. February 2009)

	<u>San Berr</u> In	n <u>ardino</u> Out	<u>Rive</u> In	rside Out	IEC So	OC No
February 2010	96%	91%	99%	96%	98%	90%
February 2009	96%	96%	95%	91%	95%	94%



Members of the Governing Board:

March 10, 2010

Chairman

Dr. William A. Burke

Speaker of the Assembly

Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich Supervisor, Fifth District County of Los Angeles

Marion Ashley Supervisor, 5th District County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Bill Campbell Supervisor, Third District County of Orange

Jane W. Carney Senate Rules Appointee

Josie Gonzales Supervisor, Fifth District County of San Bernardino

Ronald O. Loveridge Mayor, City of Riverside Cities of Riverside County

Joseph K. Lyou, Ph.D. Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Jan Perry Councilmember, 9th District City of Los Angeles Representative

Miguel A. Pulido Mayor, Santa Ana Cities of Orange County To:

Mayors and Councilmembers

From:

Dennis R. Yates, Mayor/City of Chino

Cities of San Bernardino County Vice Chairman, South Coast AQMD

Attached are the agenda items and the outcome of the March 5, 2010, AQMD Governing Board meeting (held in Long Beach), and a preview of the items for discussion at the April 2, 2010 meeting.

<u>PUBLIC HEARING ITEMS AT THE MARCH 5, 2010 BOARD MEETING</u>

Amend Regulation IX - Standards of Performance for New Stationary Sources

Periodic amendments to Regulation IX incorporate new or amended federal standards by reference. Three actions enacted by U.S. EPA in 2009, for NSPS, are proposed for incorporation into Regulation IX. The NSPS actions cover: compliance alternatives for fossil-fuel fired steam generators and industrial-commercial-institutional steam generating units; amendment of SOx standards for certain stationary combustion turbines burning low-sulfur content biogas; and revision of some emission limits for certain equipment at coal preparation and processing plants. Affected industries include: industries using fossil-fuel-fired steam generators and industrial-commercial-institutional steam generating units; industries using stationary combustion turbines; and industries preparing and processing coal.

Votes: 12 Yes; 0 No; 1 Absent

Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update

As a requirement of the Clean Fuels Program funding, the Technology Advancement Office must submit to the Legislative Analyst by March 31st of each year an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff has reviewed the Clean Fuels Program with the Clean Fuels Advisory Group, the Technology Advancement Advisory Group, and other technical experts. Additionally, staff presented the 2010 Clean Fuels Program Draft Plan Update to the Board for review and comment at its October 2, 2009 meeting. At this time staff is submitting the final Technology Advancement Office Clean Fuels Program Annual Report and Plan Update for Board approval.

Votes: 12 Yes; 0 No; 1 Absent

Annual RECLAIM Audit Report for 2008 Compliance Year
The annual report on the NOx and SOx RECLAIM program is prepared in accordance with Rule 2015 - Backstop Provisions. The report assesses emission reductions, availability of RECLAIM Trading Credits (RTCs) and their average annual prices, job impacts, compliance issues, and other measures of performance for the fifteenth year of this program. In addition, recent trends in trading future year RTCs are analyzed and presented in this report. Further, a list of facilities that did not reconcile their emissions for the compliance year is included with the report.

Votes: 11 Yes; 0 No; 2 Absent

Adopt Proposed Rule 310 – Amnesty for Unpermitted Equipment Proposed Rule 310 – Amnesty for Unpermitted Equipment - will exempt owners and operators of unpermitted equipment that meet certain conditions from civil and criminal penalties and late filing fees if the necessary permit applications and fees are voluntarily filed and paid during the amnesty period of February 5 through August 4, 2010. This rule implements the Board Chairman's January 8, 2010 proposal for a temporary and voluntary permit application penalty holiday.

Votes: 9 Yes; 0 No; 4 Absent

PUBLIC HEARING SET FOR APRIL 2, 2010 BOARD MEETING

Amend Rule 1144 - Vanishing Oils and Rust Inhibitors

Rule 1144 was adopted on March 6, 2009 which partially implemented Control Measure CTS-01 - Emission Reductions from Lubricants. The current proposal will expand the applicability of the rule to include Direct-Contact Lubricants and Metal Working Fluids by establishing VOC limits. The proposal also prohibits the sale of non-compliant fluids and incorporates a recently-validated test method for determining VOC content. These amendments will fully implement Control Measure CTS-01.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting

on February 18, 2010. Note the MSRC did not meet in December 2009 or January 2010. The MSRC's next scheduled meeting is

March 18, 2010 at 2:00 p.m. in Conference Room CC8.

Additional Funds for Public School Buses Approved

As part of its FY 2008-09 Work Program, the MSRC allocated \$3 million for an Alternative Fuel School Bus Incentives Program to provide buydown incentives for public school buses. The MSRC previously awarded a total of \$1.66 million to A-Z Bus Sales, one of its approved school bus vendors, leaving an available balance of \$1.34 million. At its February 18, 2010 meeting, the MSRC unanimously approved an additional \$480,000 to A-Z Bus Sales to fulfill bus orders from Downey, William Hart and Newhall School Districts for two CNG school buses and nine propane school buses. CNG school buses receive a \$60,000 buydown and propane school buses receive \$40,000. The AQMD Board will consider this item at its March 5, 2010 Board meeting.

Two Sole-Source Contracts Approved under FY 2009-10 Work Program

The Coachella Valley Regional PM₁₀ Street Sweeping Program is an element of the Coachella Valley SIP. Frequent street sweeping, especially following wind events, has been demonstrated to mitigate PM₁₀ emissions from "blow sand". At its February 18, 2010 meeting, as an element of the FY 2009-10 Work Program, the MSRC unanimously approved a sole-source contract in the amount of \$400,000 for the Coachella Valley Association of Governments (CVAG) to continue the Regional PM₁₀ Street Sweeping Program for the next fiscal year. AQMD staff agreed to work with CVAG to find other permanent funding sources.

Athletic stadiums being constructed today incorporate transportation friendly designs. Dodger Stadium, however, having been constructed in 1962, does not have transit access nor is it currently being serviced by a transit agency. As a result, passenger vehicles traveling to and from Los Angeles Dodgers' home games generate emissions and

contribute to traffic congestion on adjacent arterial streets and freeways. The availability of a clean fuel shuttle service originating from existing public transit locations to the Dodgers' games would result in direct and tangible emission reductions by eliminating automobile vehicle miles traveled and automobile trips. At its February 18, 2010 meeting, the MSRC unanimously approved a sole-source contract in the amount of \$300,000 for the Los Angeles County Metropolitan Transportation Authority (Metro) to demonstrate a clean fuel shuttle service to Dodger Stadium as part of the MSRC's FY 2009-10 Work Program. The funds will be used to offset fares during the 2010 season. Metro and the LA Dodger Organization will contribute in-kind funding of at least \$465,000 to support and promote the service.

The AQMD Board will consider both sole-source contracts at its March 5, 2010 Board meeting.

New/Replacement Contract for Los Angeles County MTA

As an element of the FY 2003-04 Work Program, Metro was awarded a \$120,000 contract to enhance the region's rideshare database systems through the creation of a direct communications link between Metro's TripMaster and the Riverside County Transportation Commission's (RCTC's) RidePro. Among other features, the communications link will facilitate the access of transit itineraries through the CommuteSmart.info website. This contract expired recently before a modification to extend the term could be executed. At its February 18, 2010 meeting, the MSRC unanimously approved a new/replacement contract for Metro with a six-month term in the amount of \$53,511, which is the amount of funds unspent on the original contract. The AQMD Board will consider this item at its March 5, 2010 Board meeting.

20th Anniversary Celebration & Outreach Event

2010 marks the 20th anniversary of the legislation authorizing creation of the MSRC. AB 2766 was signed into law on September 30, 1990. The Administrative Subcommittee of the MSRC's Technical Advisory Committee reported they have been brain storming concepts to utilize the celebration of this hallmark as an outreach and marketing opportunity. The event would be held in September 2010. The MSRC's direction to the Subcommittee was to seek sponsors to fund the celebration. Further information will be provided as it develops.

Received and Approved Final Reports

The MSRC received and approved four final reports, as follows:

- City of Cathedral City Contract #MS03069, which provided \$22,953 for installation of wind fencing;
- Avery Petroleum Contract #MS07020, which provided \$250,000 for construction of a CNG refueling station;

- ABC Unified School District Contract #MS08071, which provided \$63,000 for construction of a CNG refueling station; and
- Newport-Mesa Unified School District Contract #MS06048, which provided \$50,000 for construction of a CNG refueling station.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at http://www.cleantransportationfunding.org.

Contract Modification Requests

At its February 18, 2010 meeting, the MSRC considered contract modification requests and took the following unanimous actions:

- 1. For City of Culver City Contract #MS07072, which provides \$72,865 to demonstrate retrofits on off-road construction equipment, approval of a 16-month contractual term extension;
- 2. For Community Recycling and Resource Recovery Contract #MS07060, which provides \$177,460 to demonstrate retrofits on off-road construction equipment, approval of a 16-month contractual term extension;
- 3. For Shimmick Construction Contract #MS07063, which provides \$80,800 to demonstrate retrofits on off-road construction equipment, approval of a 16-month contractual term extension;
- 4. For Azusa Unified School District Contract #MS08076, which provides \$172,500 for installation of a limited-access CNG station and maintenance facility modifications, approval of a one-year contractual term extension;
- 5. For Westport Fuel Systems Contract #MS07003, which provides \$1,500,000 for advanced natural gas engine incentives, approval of a six-month contractual term extension;
- 6. For Burrtec Waste Industries Contract #MS08005, which provides \$450,000 towards the purchase of 15 heavy-duty natural gas vehicles, approval of an 11-month contractual term extension;
- 7. For Burrtec Waste Industries Contract #MS08006, which provides \$450,000 towards the purchase of 15 heavy-duty natural gas vehicles, approval of an 11-month contractual term extension;
- 8. For City of Los Angeles, Department of Water & Power Contract #ML06020, which provides \$50,000 towards the purchase of a CNG boom truck and CNG dump truck, approval to eliminate the purchase of and associated funding for the CNG dump truck and a seven-month contractual term extension;
- 9. For City of Baldwin Park Contract #ML07039, which provides \$50,000 towards the purchase of two heavy-duty natural gas vehicles, approval of a 14-month contractual term extension;

- 10. For Griffith Company Contract #MS07070, which provides \$230,705 to demonstrate retrofits on off-road construction equipment, approval of an 18-month contractual term extension; and
- 11. For County of Los Angeles, Department of Public Works Contract #ML05009, which provides \$56,666 for the installation of two LPG stations, approval of an 18-month contractual term extension, contingent upon receiving a satisfactory progress report in nine months.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2002-03 through the present.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POI (RC Me (Sub (County Con	(RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC)	ah) o TCC)
		Community, Economic,	Energy	Transportation and
		Human Development	Environment	Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath	7		P. Gilbreath
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			G. Duncan
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman		-	
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			K. Chastain
SANBAG Subregional Appointees*		B. Cortes	Vacant (J. Harrison)	Vacant (P. Leon)
:	subregion, plus one SANBAG has a total of	G. Norton-Perry Vacant (J. Mitchell)	E. Scott	J. Pomierski
additional appointee for every SCAG District over three in the subregion. St	NBAG has a total of	G. Ivorton-renty Vacant (J. Mitchell)		בי סכטוו

seven subregional appointees to the policy committees. Rules of Appointment

- 1. SANBÂG policy stipulates that all SANBAG appointees be SANBAG Board Members.
- 2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting. Meeting Information

Policy Committees

Community, Economic, and Human Development. Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President Seast Valley (2 City, 1 County) MyDesert (2 City, 1 County) MyDesert (2 City, 1 County) Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their epresentatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Brad Mitzelfelt, Supervisor, Vice President (Chair) Paul Eaton, Montclair, President (Vice Chair) Gary Ovitt, Supervisor, Past President Paul Biane, Supervisor Neil Derry, Supervisor Pat Gilbreath, Grand Terrace John Pomierski, Upland Josie Gonzales, Supervisor Mike Leonard, Hesperia Pat Morris, San Bernardino Rick Roelle, Apple Valley Dennis Yates, Chino	6/30/2010 6/30/2010 6/30/2010 12/31/2011 12/31/2011 12/31/2010 12/31/2010 12/31/2010 12/31/2010 12/31/2010
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members. Malley-members, two being Southern Members alternate (**) and two being SCRRA alternate (**) members. Mountain/Desert Board Members who serve on the Board of a Mountain/Desert ransit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the Multiple Sand Board. Other members are appointed by the Manda Board. Stanbard Board.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands** (Chair) Pat Morris, San Bernardino* (Vice Chair) Kelly Chastain, Colton Bea Cortes, Grand Terrace Neil Derry, Supervisor Paul Baton, Montclair* Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland John Pomierski, Upland Diane Williams, Rancho Cucamonga***	Indeterminate (6/30/2010) Indeterminate (6/30/2010) 12/31/2011 12/31/2010 12/31/2010 Indeterminate 10/31/2011 12/31/2011 12/31/2011 Indeterminate
Mountain/Desert Committee Membership consists of 11 SANBAG Soard Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Jahn, Big Bear Lake (Chair) Mike Leonard, Hesperia (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms Ryan McEachron, Victorville Julie McIntyre, Barstow Brad Mitzelfelt, Supervisor William Neeb, Yucca Valley Trinidad Perez, Adelanto Rick Roelle, Apple Valley Jeff Williams, Needles	Indeterminate (6/30/2010) Indeterminate (6/30/2010) Indeterminate

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Bea Cortes, Grand Terrace (Vice Chair) Paul Biane, Supervisor Kelly Chastain, Colton Neil Derry, Supervisor Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland Patrick Morris, San Bernardino Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rhodes "Dusty" Rigsby, Loma Linda Ed Scott, Rialto Alan Wapner, Ontario Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2010) Indeterminate (6/30/2010) Indeterminate
Pans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plans, and input into the Regional Transportation Plans; and programs. (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts of up to \$25,000 with notification to Board of Directors	Larry McCallon, Highland (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Biane, Supervisor Bea Cortes, Grand Terrace Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Brad Mitzelfelt, Supervisor William Neeb, Yucca Valley Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Diane Williams, Rancho Cucamonga	12/31/2010 (6/30/2010) 12/31/2011 (6/30/2010) Indeterminate 12/31/2011 Indeterminate 12/31/2010 Indeterminate 12/31/2010 Indeterminate 12/31/2011 Indeterminate 12/31/2011 Indeterminate 12/31/2011 Indeterminate 12/31/2011 Indeterminate 12/31/2011 Indeterminate 12/31/2010 12/31/2010

Policy Committee Meeting Times

Administrative Committee Commuter Rail & Transit Committee Major Projects Committee Mountain/Desert Committee Plans & Programs Committee

Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices Third Friday, 9:00 a.m., Apple Valley Third Wednesday, 12:00 noon, SANBAG Offices Second Wednesday, 9:00 a.m., SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
audit Subcommittee of the Administrative Committee n November 2008, the Board approved the creation of an vudit Subcommittee of the Administrative Committee to trengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed nnually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2008-2009 Audit) - SANBAG President – Paul Eaton, Montclair - Vice President – Brad Mitzelfelt, Supervisor - Immediate Past President – Gary Ovitt, Supervisor - Presidential Appointment – Pat Gilbreath, Redlands
ounty Flood Control District In January 2007, the SANBAG President was authorized to ppoint an ad hoc review committee of SANBAG Board Aembers who do not represent local jurisdictions party to as San Bernardino County Flood Control District vs. ANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to acque the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland
ervices Agency In Board of Directors on December 2, 2009. The ANBAG President has appointed seven members to the ewly created committee. First end on or before 12/31/2010.	Makes recommendations to the Commuter Rail and Transit Committee and Board of Directors on designation of a Consolidated Transportation Services Agency for the San Bernardino Valley to coordinate the delivery of transportation services to seniors, disabled persons and persons of low income.	Paul Eaton, Montclair Gary Ovitt, Supervisor Josie Gonzales, Supervisor Pat Morris, San Bernardino Kelly Chastain, Colton Dennis Yates, Chino Richard Riddell, Yucaipa

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB Assembly Bill

ACE Alameda Corridor East

ACT Association for Commuter Transportation

ADA Americans with Disabilities Act

ADT Average Daily Traffic

APTA American Public Transportation Association

AQMP Air Quality Management Plan

ARRA American Recovery and Reinvestment Act

ATMIS Advanced Transportation Management Information Systems

BAT Barstow Area Transit

CALACT California Association for Coordination Transportation CALCOG California Association of Councils of Governments

CALSAFE California Committee for Service Authorities for Freeway Emergencies

CARB California Air Resources Board
CEQA California Environmental Quality Act
CMAQ Congestion Mitigation and Air Quality
CMIA Corridor Mobility Improvement Account
CMP Congestion Management Program

CNG Compressed Natural Gas
COG Council of Governments

CPUC California Public Utilities Commission
CSAC California State Association of Counties

CTA California Transit Association

CTC California Transportation Commission
CTC County Transportation Commission
CTP Comprehensive Transportation Plan
DBE Disadvantaged Business Enterprise
DEMO Federal Demonstration Funds

DOT Department of Transportation
EA Environmental Assessment
E&D Elderly and Disabled

E&D Elderly and Disabled
E&H Elderly and Handicapped

EIR Environmental Impact Report (California)
EIS Environmental Impact Statement (Federal)

EPA Environmental Protection Agency FHWA Federal Highway Administration

FSP Freeway Service Patrol

FRA Federal Railroad Administration FTA Federal Transit Administration

FTIP Federal Transportation Improvement Program
GFOA Government Finance Officers Association

GIS Geographic Information Systems

HOV High-Occupancy Vehicle

ICTC Interstate Clean Transportation Corridor IEEP Inland Empire Economic Partnership

ISTEA Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP Interregional Transportation Improvement Program

ITS Intelligent Transportation Systems
IVDA Inland Valley Development Agency
JARC Job Access Reverse Commute

LACMTA Los Angeles County Metropolitan Transportation Authority

LNG Liquefied Natural Gas
LTF Local Transportation Funds

SANBAG Acronym List

MAGLEV Magnetic Levitation

MARTA Mountain Area Regional Transportation Authority

MBTA Morongo Basin Transit Authority

MDAB Mojave Desert Air Basin

MDAQMD Mojave Desert Air Quality Management District

MOU Memorandum of Understanding MPO Metropolitan Planning Organization

MSRC Mobile Source Air Pollution Reduction Review Committee

NAT Needles Area Transit

NEPA National Environmental Policy Act

OA Obligation Authority

OCTA Orange County Transportation Authority
PA&ED Project Approval and Environmental Document

PASTACC Public and Specialized Transportation Advisory and Coordinating Council

PDT Project Development Team

PNRS Projects of National and Regional Significance
PPM Planning, Programming and Monitoring Funds

PSE Plans, Specifications and Estimates

PSR Project Study Report

PTA Public Transportation Account

PTC Positive Train Control

PTMISEA Public Transportation Modernization, Improvement and Service Enhancement Account

RCTC Riverside County Transportation Commission

RDA Redevelopment Agency RFP Request for Proposal

RIP Regional Improvement Program

RSTIS Regionally Significant Transportation Investment Study

RTIP Regional Transportation Improvement Program

RTP Regional Transportation Plan

RTPA Regional Transportation Planning Agencies

SB Senate Bill

SAFE Service Authority for Freeway Emergencies

SAFETEA-LU Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users

SCAB South Coast Air Basin

SCAG Southern California Association of Governments SCAQMD South Coast Air Quality Management District SCRRA Southern California Regional Rail Authority

SHA State Highway Account

SHOPP State Highway Operations and Protection Program

SOV Single-Occupant Vehicle
SRTP Short Range Transit Plan
STAF State Transit Assistance Funds

STIP State Transportation Improvement Program

Surface Transportation Program STP **Technical Advisory Committee** TAC Trade Corridor Improvement Fund **TCIF** Transportation Control Measure TCM Traffic Congestion Relief Program **TCRP** Transportation Development Act TDA Transportation Enhancement Activities TEA Transportation Equity Act for the 21st Century **TEA-21**

TMC Transportation Management Center

TMEE Traffic Management and Environmental Enhancement

TSM Transportation Systems Management

TSSDRA Transit System Safety, Security and Disaster Response Account

USFWS United States Fish and Wildlife Service VCTC Ventura County Transportation Commission

VVTA Victor Valley Transit Authority

WRCOG Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

> Approved June 2, 1993 Reaffirmed March 6, 1996